

## VILLAGE OF ELBERTA

151 Pearson St. PO Box 8

Elberta, MI 49628

231-352-7201 - phone | 231-352-4033 - fax

{All payments and signed contracts need to be sent to the address on the last page}

### ELBERTA LIFE SAVING STATION RENTAL CONTRACT

**Date of Event:** \_\_\_\_\_ **Name:** \_\_\_\_\_  
**Nonrefundable Reservation Fee:** \_\_\_\_\_ **Payment Method:** ☐ Cash ☐ Check # \_\_\_\_\_  
**Rental Fee:** \_\_\_\_\_ ☐ Cash ☐ Check # **Damage Deposit:** \_\_\_\_\_ ☐ Cash ☐ Check # **Tent: YES / NO (Circle one)**

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Village of Elberta, (hereafter referred to as "Village") and \_\_\_\_\_ (hereafter referred to as "Licensee") for use/occupancy of the Elberta Life Saving Station (ELSS) under the terms and conditions specified in this Contract and under the Terms and Conditions of the ELSS Rental Contract, which is attached hereto and incorporated herein by reference. The ELSS will be rented on \_\_\_\_\_, 20\_\_\_\_.

The hours of possession will be \_\_\_\_\_ to \_\_\_\_\_. The event will be a \_\_\_\_\_.

The Licensee hereby agrees to pay a 25% nonrefundable reservation fee in the amount of \$\_\_\_\_\_ to secure the date of the ELSS. The reservation fee may be applied toward the rental fee. The reservation fee will lock in the rental fee rate at the time of the signed contract.

The rental fee, less the reservation fee, in the amount of \$\_\_\_\_\_ is due 120 days prior to the event.

A damage security deposit of \$\_\_\_\_\_ is due 120 days prior to the event. The damage deposit will be kept in an escrow account and refunded after the event, less any damage to the property or violations of this agreement as noted in the post-event inspection.

The Licensee is responsible for providing the Village of Elberta with a Liability Insurance Certificate and/or Declaration of Insurance in an amount no less than \$1 million (\$1,000,000.00) 60 days prior to the event naming the Village of Elberta as additional insured. Insurance must include Host Liquor Liability coverage. **Licensee initials** \_\_\_\_\_

**Cancellation Policy:** If the event is canceled 120 days prior to the reserved date, the Village will refund any damage deposit and rental fees, less the nonrefundable reservation fee. If the event is canceled within 120 days of the reserved date, the Village will refund the damage deposit only.

Make all payments payable to the Village of Elberta. Rates are subject to change without notice.

**Licensee Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Street or Mailing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**e-mail address:** \_\_\_\_\_

**(2<sup>nd</sup> Contact Person) Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

## ELSS Rental Contract

### Terms and Conditions

1. The Village Representative listed on page 3 of this contract shall be the primary point of contact for administration of this contract.
2. If alcohol is served as part of the event, no alcohol shall be consumed by minors, in accordance with Michigan state laws, Michigan Liquor Control Commission rules shall be followed, and the insurance policy shall provide for appropriate coverage limits for the use and service of alcoholic beverages on the premises, including Host Liquor Liability coverage. The insurance shall include an express provision that the Village of Elberta is an additional insured party for this coverage.
3. Licensee shall use/occupy the premises for no improper or illegal purposes. There shall be no smoking and no pets within the premises and no furnishings shall be removed from the premises.
4. Per Michigan state law, it is illegal to consume marijuana products on public property, which includes the ELSS and its grounds.
5. Licensee agrees to release and hold the Village of Elberta harmless from any claims arising out of the Licensee's use/occupancy of the premises and indemnify the Village of Elberta for any claims that might be pursued against the Village of Elberta, including indemnifying the Village of Elberta for its costs and reasonable legal fees in defending actions(s).
6. All trash and refuse generated by the event must be removed from the building and grounds (including cigarette butts) and put in the dumpster. The Village will provide 6 trash bags. Licensee is responsible for any additional trash bags.
7. All personal items from the event shall be removed from the ELSS by 2 AM the morning after the event on a one-day rental. ALL DOORS MUST BE LOCKED AND LIGHTS OFF. This is to allow for janitorial cleaning to occur on schedule for the next event. A \$50 per hour fee will be charged to the Licensee until any personal belongings left on the facility property are removed. Any personal items left on the property will be documented in the post-event inspection and the fee to remove and store such items will be deducted from the damage deposit.
8. Tables and chairs must be put back in the original storage area. NO TABLES, CHAIRS, OR PROPERTY BELONGING TO THE VILLAGE OF ELBERTA SHALL BE REMOVED FROM THE BUILDING OR PREMISES. If Licensee's event requires outdoor tables, chairs, or any other furnishing, Licensee is responsible for renting or furnishing them separate from this contract.
9. Rental companies shall schedule their pick-up time with the ELSS Rental Manager. If there is an event the next day, items must be outside and removed by 7:30 AM the morning after the event.
10. All food, ice, and beverages must be removed from the premises before handing the key back to the manager.
11. All decorations must be installed in a way that does NOT damage the premises. No nails, tape, tacks, or adhesive hooks (e.g. 3M Command Strips) shall be used on the walls or ceiling. (Poster putty or ties are acceptable.) All decorations shall be removed from the premises prior to the post-event inspection.
12. No driving on the grounds other than in the parking lots and areas designated by the Village of Elberta DPW Superintendent. Any damage to the grounds or sprinkler system shall be the responsibility of the Licensee.
13. All tent rentals will be handled through G.J.'s Rentals, Inc. Should a tent be needed for your event, G.J.'s Rental, Inc. will provide a price quote based on the requested tent size. Tent rental payments will be paid to G.J.'s Rental, Inc.
14. Any keys issued to the Licensee shall be returned before 7:30 AM the morning after the event on a one-day rental. For a weekend rental the key is issued at 3 PM on Friday and must be returned by 12 PM on Sunday.
15. A Village of Elberta representative will conduct a post-event inspection prior to the cleaning of the ELSS. If the Licensee wants to be present for the post-event inspection, arrangements need to be made with the Village Representative at least one week in advance. During the post-event inspection, the Village Representative will assess the property for damage or violation of terms of this Agreement. After the Village Representative completes the inspection, an accounting will be provided to the Licensee as to any offset for damages to the property or for violations of the Agreement which will reduce the amount of the damage deposit. To the extent the inspection reveals damages which exceed the amount of the deposit, the Licensee shall remain responsible to pay for all damages.
16. Licensee shall be entitled to one scheduled visit to the ELSS prior to the event for planning purposes. A fee of \$25 will be charged for all no-show appointments. Additional visits to the ELSS prior to the event are available with a \$25 per hour non-prorated fee. All Licensee visits to the ELSS shall be scheduled with the Village Representative.

## ELSS Rental Contract

I, \_\_\_\_\_ agree to rent the Elberta Life Saving Station in  
*Printed Name of Licensee*  
accordance with the terms of this contract.

\_\_\_\_\_  
*Licensee Signature* **Date:** \_\_\_\_\_

I, Kristine N. Mills, accept this rental contract on behalf of the Village of Elberta.

\_\_\_\_\_  
*Village Representative Signature* **Date:** \_\_\_\_\_

Contact information for Village Representative:

Kristine N. Mills, Simply Exquisite by the Bay, LLC  
4538 Benzie Highway, Benzonia, MI 49616  
231-651-0058, ElbertaLifeSavingStation@gmail.com  
**Make checks payable to *Village of Elberta***

### List of Vendors (include contact name and phone number)

All rental companies must have on file with the Village of Elberta a letter of intent to do business and a copy of their liability policy naming the Village as the certificate holder.

Rent Co: \_\_\_\_\_

Caterer: \_\_\_\_\_

Photographer: \_\_\_\_\_

Other: \_\_\_\_\_

### Elberta Life Saving Station Fee Schedule – May 1 to October 31

COMPLETE BUILDING			
<b>Weekend Rate</b> (Entry at 3 PM on Friday – Exit by 12 PM Sunday)			
	25% nonrefundable reservation fee	\$1,000 damage deposit	\$6,000 Weekend Rental
Friday	25% nonrefundable reservation fee	\$1,000 damage deposit	\$3,600 rent per day
Saturday	25% nonrefundable reservation fee	\$1,000 damage deposit	\$4,000 rent per day
Sunday	25% nonrefundable reservation fee	\$1,000 damage deposit	\$3,400 rent per day
Monday–Thursday	\$500 nonrefundable reservation fee	\$1,000 damage deposit	\$2,000 rent per day

Residents of Elberta, Gilmore Township, and the City of Frankfort qualify for a discount of \$1,000 off the rent for the complete lower level of the ELSS. Deposit and inspection policies still apply as stated above.